

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RHODE ISLAND COLLEGE  
PROJECT LABOR AGREEMENT REVIEW COMMITTEE HEARING

\* \* \* \* \*

IN RE: PUBLIC HEARING

RENOVATIONS AND MODERNIZATION OF GAIGE HALL and  
CRAIG-LEE HALL; and  
RENOVATION and ADDITION to FOGARTY LIFE SCIENCES  
BUILDING

\* \* \* \* \*

Date: June 19, 2014

Time: 11:30 a.m.

Place: Rhode Island College  
Gaige Hall Auditorium  
600 Mount Pleasant Avenue  
North Providence, Rhode Island

**MEMBERS PRESENT:**

Chairman, Francis T. O'Brien, Associate Professor, PC  
Kevin Fitta, Director of Capital Projects, RIC  
Earl Simson, Dean of College of Arts and Sciences, RIC  
Thomas Bovis, RI Dept. of Administration, Division of  
Purchases  
Michael D. Mitchell, Esq., Chief of Legal Services, RI  
Dept. of Administration

Robert P. Brooks, Esquire, Legal Counsel

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1 Thursday, June 19, 2014.

2 (Commencing at 11:40 a.m.)

3 MR. BROOKS: We're going to open up the  
4 hearing, the public hearing of the Rhode Island  
5 College Project Labor Agreement Review Committee.

6 Today is Thursday, July -- strike  
7 that, June 19th, 2014, and this committee hearing was  
8 publicly noticed on the Secretary of State's website  
9 as well as Robert Hall.

10 My name is Robert Brooks. I'm the  
11 legal counsel to the committee, and I'll be sort of  
12 leading things today but I would ask each committee  
13 member, if they could, starting on the far end of the  
14 table, to identify themselves for the record.

15 MR. MITCHELL: My name is Mike Mitchell. I  
16 am Chief of Legal Services at the Rhode Island  
17 Department of Administration.

18 MR. O'BRIEN: Frank O'Brien, Director of the  
19 Quirk Institute at Providence College.

20 MR. SIMSON: Earl Simson, Dean of Arts and  
21 Sciences, Rhode Island College.

22 MR. FITTA: Kevin Fitta, Director of Capital  
23 Projects, Rhode Island College.

24 MR. BOVIS: Tom Bovis, Departmental Project

1       Manager, Division of Purchases, Department of  
2       Administration.

3               MR. BROOKS: The agenda for today's  
4       committee hearing, public hearing, we're going to  
5       begin by receiving presentations from the architects  
6       on the two phases of the project, the first being the  
7       architect on the Fogarty Building, and that will be  
8       followed by the architect for the renovations and  
9       modernization of Gaige Hall and Craig-Lee Hall.

10              Following the architects'  
11       presentation, there will be questions from myself  
12       and, if required, from the committee members. After  
13       that, we will take comments from the public. If you  
14       see anyone come in, they can sign in but we've  
15       already asked members of the public who want to speak  
16       to sign in.

17              Just keep in mind everyone who speaks,  
18       members of the committee, the architects, we do have  
19       a stenographer who's taking down everything so if you  
20       go too fast, she'll slow you down so that she can get  
21       everything down on the record.

22              Before we take any testimony, I'm going to  
23       enter some exhibits. The first is legal counsel's  
24       report to the Rhode Island Project Labor Agreement

1 Review Committee and that report was distributed this  
2 past Monday to the committee for review. And I'm  
3 going to ask the stenographer to enter this as  
4 Exhibit 1.

5 (Exhibit No. 1 was marked.)

6 MR. BROOKS: The public notice of the  
7 meeting also asked if there were members of the  
8 public who had any comments that they wanted to give  
9 to the committee in writing, that they could put  
10 those in by yesterday at the end of business, and I  
11 have a few that I'd like to enter into the record.

12 The first is an email and a letter  
13 from Ben Brubeck. Ben is the Director of Labor and  
14 Federal Procurement, Government Affairs of the  
15 Associated Builders and Contractors of America. And  
16 I would ask that the email be entered as Exhibit 2A  
17 and his letter be entered as 2B.

18 (Exhibit Nos. 2A and 2B were marked.)

19 MR. BROOKS: Next we have a letter to the  
20 committee through legal counsel from Michael Sabitoni  
21 who is the president of the Rhode Island Building and  
22 Construction Trades Council, and I would ask that  
23 this be entered as Exhibit 3.

24 (Exhibit No. 3 was marked.)

1           MR. BROOKS: Next we have a letter to the  
2           committee from legal counsel of Build Rhode Island  
3           and it's Director -- Executive Director, Greg  
4           Mancini, and I would ask that this be entered as  
5           Exhibit 4.

6                       (Exhibit No. 4 was marked.)

7           MR. BROOKS: Now, I did receive additional  
8           correspondence, two or three. I apologize, I forgot  
9           them at my office, but we will have possibly two  
10          other meetings, definitely one. If there's further  
11          need for a public hearing, we have set aside Monday  
12          June 23rd for that purpose. Based on the number of  
13          speakers, it doesn't seem that will be necessary but  
14          we are open to that. And then the committee will  
15          meet to consider information presented from the  
16          public at a meeting on June 26th and then at that  
17          time we will have a stenographer present and we will  
18          put those additional letters that we received into  
19          the record.

20                      Any questions so far, members of the  
21          committee? Okay. So we will begin the  
22          presentations.

23           MR. MITCHELL: If I may, Mr. Brooks, I  
24          believe the committee should have a chairperson and I

1       nominate Mr. O'Brien to serve.

2               MR. BROOKS: Do we have second?

3               MR. BOVIS: Second.

4               MR. BROOKS: Seconded by Mr. Bovis. All  
5 those in favor?

6                               (VOICE VOTE TAKEN)

7                               (UNANIMOUS)

8               MR. BROOKS: Opposed? Okay, Frank, you're  
9 in charge.

10              MR. O'BRIEN: Thank you, committee members.  
11 I would ask our legal counsel to carry on.

12              MR. BROOKS: Thank you, Mr. Chairman. The  
13 first speaker that we would like to ask to come  
14 forward is the architect for the Fogarty Life  
15 Sciences addition and renovations, Nate Ginsburg,  
16 from Brewster Thornton Architects.

17              MR. GINSBURG: Thank you. As you already  
18 know, I'm Nate Ginsburg, Brewster Thornton  
19 Architects. I'm going to go through a very brief  
20 summary of the project and outline the systems.

21                              The Fogarty Life Science Building is  
22 located to the north of the Adams Library and the  
23 John Clarke Science Building.

24              MR. BROOKS: Nate, may I stop you for a



1 minute? Would the members of the committee like to  
2 sit in the front row? I can't see it from my angle.  
3 I'm going to move down here. I can move to the end  
4 here.

5 MR. GINSBURG: Fogarty Hall is also  
6 surrounded by Library Road to the south, a  
7 residential neighborhood to the north, and east and  
8 west by athletic fields.

9 The primary goals of the School of  
10 Nursing project are to provide a modern nursing  
11 simulation laboratory or laboratories and to support  
12 the curriculum of the school.

13 In addition, it's to provide a new  
14 identity and a front door to the school. The  
15 addition will link to spaces at the first floor of  
16 the existing Fogarty Hall as well as expanding the  
17 student lounge, upgrading existing classrooms, and  
18 upgrading faculty offices within the building.

19 The proposed addition is to the east  
20 of Fogarty Hall on the site of the existing open  
21 grass field and the existing parking lot. The area  
22 to the south of the building is to be landscaped into  
23 an outdoor a plaza as an extension of the lobby and  
24 for seasonal events. A new parking lot will be added

1 on the side and the back.

2 The functions to be housed in the  
3 addition are the main entrance lobby, administrative  
4 offices, skills and nursing labs, health assessment  
5 labs, simulation labs, as well as debriefing rooms,  
6 standardized patient exam rooms, and skills and  
7 simulation labs.

8 Proposed renovations within the  
9 building include adding faculty offices at the front,  
10 renovating existing classrooms, and having student  
11 lounge space and faculty support spaces in the back.

12 The building will be a slab on grade  
13 building with wide-flange structural steel framing  
14 and open-web steel joists. Similar to many of the  
15 other buildings on the campus, the exterior walls  
16 will be constructed of a metal stud backup with brick  
17 masonry veneer precast concrete sills, window heads  
18 and trim or glazed storefront.

19 The new entry will provide a prominent  
20 face to the School of Nursing with a glass curtain  
21 wall and closed lobby.

22 The site utilities will consist of a  
23 new telephone/communications conduit, new electrical  
24 feed, new fire and domestic water services, a new

1 sewer extension in the street and new sewer line to  
2 the addition.

3 The stormwater system through the  
4 parking lot will be a closed drainage system of  
5 concrete catch basins. Stormwater runoff from the  
6 building, landscaping and sidewalks will be collected  
7 in several rain gardens around the proposed addition.

8 The mechanical spaces in this area and  
9 on the roof will consist of two gas-fired condensing  
10 boilers that pump hot water to the roof-top air  
11 handling unit and also to VAV reheat coils, fin tube,  
12 and unit heaters.

13 Cooling will be provided by an air-cooled  
14 modular chiller with the chilled water pumped also to  
15 the roof-top water air handling units. Air movement  
16 will be controlled by zoned VAV boxes and individual  
17 reheat coils. The exhaust systems, wherever  
18 possible, will be pumped through an energy recovery  
19 system. The boilers and modular chillers will be  
20 located inside the building with the air handling unit  
21 on the roof.

22 The electrical system will consist of power  
23 distribution and branch circuit panel boards,  
24 interior and external lighting, lighting controls as

1 required by the energy code, and a new emergency  
2 generator, fire alarm. The low voltage systems will  
3 consist of tel data and audio video systems. The  
4 audio video systems will include medical simulation  
5 capture and management systems, systems for the  
6 playback of these simulations, and laboratory  
7 presentation systems.

8 The building will be fully sprinkled and the  
9 existing building will have a modified sprinkler  
10 system as part of the renovation.

11 MR. BROOKS: You all set?

12 MR. GINSBURG: Yes.

13 MR. BROOKS: Mr. Ginsburg, first, do you  
14 know that value or cost of project?

15 MR. GINSBURG: Right now the construction  
16 costs are projected to be \$4 million. A \$6 million  
17 bond is the total project cost and after that the  
18 total project costs and all the soft costs and  
19 indirect costs need to be subtracted, so we are  
20 projecting that to be \$4 million.

21 MR. BROOKS: And has a schedule been set for  
22 construction?

23 MR. GINSBURG: Not yet.

24 MR. BROOKS: Do you have an approximation of

1       how long the project will take?

2               MR. GINSBURG: We expect it to be a 10- to  
3       12-month project.

4               MR. BROOKS: Will the project require that  
5       classes be moved or departments that are in that  
6       building be moved to other locations during  
7       construction?

8               MR. GINSBURG: So at the moment, the plan is  
9       to construct the addition before we begin the  
10      renovations of the interior. The renovations to the  
11      interior of Fogarty need to be constructed while the  
12      building is occupied.

13               There really isn't a lot of time when  
14      the building is not occupied, so the hope is that we  
15      can alleviate some of the space needs within Fogarty  
16      and begin to use the addition while we do the  
17      renovations. That all depends on the schedule, so if  
18      the schedule lends itself to the renovation of the  
19      interior of the building at a different time we might  
20      end up modifying that.

21               MR. BROOKS: Is the goal then to try to do  
22      the construction without moving classes or  
23      departments?

24               MR. GINSBURG: That's correct. The building

1 will be fully occupied during construction. That  
2 will be part of the constraints.

3 MR. BROOKS: And at the beginning of your  
4 presentation, you mentioned the surrounding features  
5 of the property. Is there only one access road into  
6 the property? Is that Library Road?

7 MR. GINSBURG: That's correct.

8 MR. BROOKS: Is there any other way to get  
9 to the construction site from the neighborhood in the  
10 back or is it just that one road?

11 MR. GINSBURG: Not to my knowledge. Is that  
12 correct, that that's the only access?

13 MR. FITTA: Library Road is the only road  
14 that accesses that building.

15 MR. BROOKS: And in terms of the  
16 construction trade that would be required for the  
17 addition and for the renovations to the existing  
18 structures, do you anticipate how many or roughly  
19 what number of the construction trades will be  
20 required?

21 MR. GINSBURG: Well, it is a pretty standard  
22 commercial project. It will require -- I'm trying to  
23 think of what trades won't be involved, but we will  
24 need masons, steel workers, concrete. There's site

1 work so it's a pretty extensive project. It's  
2 basically a new building that we're going to attach  
3 to the old building.

4 MR. BROOKS: So there's really no trades  
5 excluded that you can surmise right now?

6 MR. GINSBURG: Correct.

7 MR. BROOKS: Do the committee members have  
8 any question? Yes, Michael.

9 MR. MITCHELL: As to the lab space, is this  
10 generic lab space or is it a special type of lab  
11 space? Does it require any special piping or other  
12 features?

13 MR. GINSBURG: It's a specialty medical lab  
14 space but there will not be fully operational medical  
15 gear, so while they have all of the equipment to run  
16 medical gasses, there won't actually be medical  
17 gasses there.

18 They work on simulation dummies that  
19 are designed to simulate what a patient would -- how  
20 they would react, so while they are very specialized  
21 simulation labs, there's no medical gases. There's  
22 nothing there that wouldn't be there for a standard  
23 office building with a high level of electronics.

24 MR. MITCHELL: Any provisions for handling

1 of hazardous materials or chemicals on this project?

2 MR. GINSBURG: There won't be any hazardous  
3 materials.

4 MR. MITCHELL: Now, do you envision putting  
5 this out as a stand-alone construction design  
6 bid-type of contract?

7 MR. GINSBURG: I think that's still under  
8 discussion.

9 MR. MITCHELL: Okay. Is this project going  
10 to be bundled with the other two projects that are  
11 ongoing?

12 MR. GINSBURG: No. The intent is actually  
13 to try to get this going first so that we can  
14 actually get to a significant phase in this  
15 construction before the other two start.

16 MR. MITCHELL: So it would be a separate  
17 contract?

18 MR. GINSBURG: Absolutely.

19 MR. MITCHELL: Okay.

20 MR. BROOKS: Anything else from any other  
21 committee members?

22 MR. MITCHELL: One more. This is a single  
23 story?

24 MR. GINSBURG: The existing building, from



1 the upper level, there's two stories. There's sort  
2 of a half of a large story, so along the west side,  
3 it's three stories and on the east side, where we're  
4 connecting, is two stories. With the addition it's  
5 three stories.

6 MR. MITCHELL: And that's currently an open  
7 field; is that correct?

8 MR. GINSBURG: Correct.

9 MR. MITCHELL: Are there any restraints as  
10 to the site conditions for access by way -- other  
11 than only being accessed by Library Road, any site  
12 constraints?

13 MR. GINSBURG: As far as contractor staging,  
14 the area back here is not constrained so we would be  
15 able to give that over to the contractor. And,  
16 actually, for most of the building site we would need  
17 to maintain a walkway along Library Road, but the  
18 building site is isolated in a way which makes it a  
19 little more difficult to get to but also allows us to  
20 turn that over to the contractor.

21 MR. MITCHELL: Thank you.

22 MR. BROOKS: None of the committee members  
23 have anything else? Thank you, Mr. Ginsburg.

24 MR. GINSBURG: Thank you.

1           MR. BROOKS: The next presentation will be  
2 by Chris Ladds of LLB, the architect for the  
3 construction and addition to Gaige Hall and Craig-Lee  
4 Hall.

5           MR. LADDs: Thank you. This is a site plan  
6 showing the locations of these two projects, and they  
7 are both very prominent academic buildings on campus.

8           Gaige Hall is situated on the west end  
9 of the mall, Craig-Lee at the east end, and a very  
10 prominent mall space. Both of these buildings are  
11 mid-century buildings. They had additions shortly  
12 after their initial construction.

13           Most of the systems are older. They  
14 have been upgraded; however, the systems essentially  
15 need to be replaced in the buildings and  
16 modernization of these buildings really needs to  
17 occur not only with the systems but also with the  
18 space --

19           MR. MITCHELL: Mr. Ladds, if I could, could  
20 you explain what you mean by systems? What  
21 particular systems?

22           MR. LADDs: Okay. Building systems which  
23 would include mechanical, electrical, plumbing, HVAC,  
24 and mechanical and finishes. Structural upgrades

1 will occur in construction with additions as  
2 necessary. And that's a good question because I'm  
3 not going get into the details of the systems in my  
4 presentation, but I could if need be.

5 MR. MITCHELL: Well, you used the term  
6 systems. That's a fairly generic term and for those  
7 of us who may not be in the building trades --

8 MR. LADDS: Does that clarify it?

9 MR. MITCHELL: Yes.

10 MR. LADDS: So upgrades not only with  
11 systems but programs. These days academic buildings  
12 need to function differently from when they were  
13 first built in the '60s, mid-century, so we're  
14 looking for different ways to accommodate current  
15 learning environment needs.

16 We're certainly considering solar  
17 orientation and other environmental factors. One of  
18 the other factors we're looking at is pedestrian and  
19 vehicular movement. You can see that vehicular  
20 movement all around the buildings. Gaige Hall is  
21 connected fairly significantly with vehicular  
22 traffic; however, Craig-Lee is -- has a small  
23 connection here and has some parking and loading type  
24 of activity in this courtyard which we are intending

1 to convert. This is zooming in a little bit. You  
2 can see the network of pedestrian circulation, very  
3 critical to these buildings.

4 And here are the main, major pathways.  
5 The visibility of Gaige Hall is significant,  
6 particularly from the east side of the mall and  
7 parking entrance. Also note here that with this  
8 addition, they did not connect the upper floor.  
9 That's a significant problem in the building that  
10 they have been living with for decades and that our  
11 project hopes to resolve.

12 You can also see the prominence of this  
13 facade. We're seeing a lot of potential in making  
14 this building more fully participate in the campus  
15 environment. You can see the building not only from  
16 the exterior views out, so there's this  
17 interconnectivity that we're hoping to capitalize on,  
18 the connection between the buildings and the campus.

19 Craig-Lee, as you can see, has exposure all  
20 around and we're sort of trying to find the  
21 orientations of Craig-Lee as we work on modifying,  
22 renovating and adding to these building.

23 This is a view from the west, and it  
24 occupies a prominent position at the end of the mall.

1       We feel like it's a little weak. We're hoping,  
2       again, with our addition to this facade, to help  
3       strengthen the termination which is very important,  
4       the termination of this mall.

5               The band of -- the colored band around  
6       Craig-Lee is where we are identifying the most  
7       prominent elevations. You have a project here that  
8       has created a very optimum condition for exposure as  
9       well.

10              That's the mall end. And then looking out  
11       you have a lot of green areas and green space around  
12       it. So this has become -- it's essentially a very  
13       prominent spot on campus.

14              And, in addition, you will see that this  
15       space here right now, which is right now referred to  
16       as the pit, we propose to change and convert into a  
17       social space, an exterior room if you will, that will  
18       be elevated to the level of the finished floor in  
19       Craig-Lee with an addition you'll see in the area.

20              This will become a social space and one of  
21       the things we're trying to do with both of these  
22       buildings is to engage at the ground level of the  
23       campus in that type of way.

24              Again, the entrances on these facades. This

1 is the floor plan of Gaige, the proposed floor plan.  
2 At the entrance, we're proposing an addition roughly  
3 this size. The yellow areas are lounge or study  
4 lounge areas so these areas are new introductions to  
5 the program that exists there.

6 Both of these buildings have had some  
7 interventions and a lot of degradation, in other  
8 words, a lot of things moving -- a lot of offices may  
9 be moving into classroom spaces that were purposely  
10 built for classrooms, and over the years this  
11 organization has developed so our program or our  
12 diagram for the plans is to reorganize.

13 In the case of Gaige on this side, we have  
14 departmental offices and on this side, we have  
15 classrooms. We have an A/V help desk on this floor  
16 and also on the other floors we have classrooms on  
17 this side, and then we're using the central section  
18 as a type of mixing box, if you will, for professors  
19 and students to mix socially as well as academically  
20 and provide that space that is not in the buildings  
21 now. This is what I meant earlier by making program  
22 provisions and system provisions. This is what  
23 requires the additions to those programs.

24 The existing auditorium that we are in right

1        now is being made smaller. Right now the auditorium  
2        extends out to this section. It's going to have  
3        approximately 350 plus or minus seats. One of the  
4        reasons we shortened it is because we're modifying  
5        the pitch of the auditorium so that those seats that  
6        are way in the back will be tilted up and much closer  
7        to the speaker so that we have a much more intimate  
8        space. That's the way a lot of these new larger  
9        academic teaching venues are being built now and it's  
10       a much more dynamic and better way to structure a  
11       learning environment. It will have reduced seating  
12       numbers. But this is also providing breakout space  
13       for large events that might occur.

14                This is an upper-level. You can see the  
15       organization is very similar. On the second floor we  
16       have the academic offices, classrooms on the side,  
17       again, with lounge and social space. We have a new  
18       stair developed for egress as well as functioning as  
19       monumental stairs.

20                In both of these buildings we felt like  
21       there should be some connection with the vertical  
22       circulation and the social spaces. What that does is  
23       it engages the user as they're moving through the  
24       building, not only horizontally but vertically.

1           This is the connection between -- right now  
2       there is no construction, there's no building in this  
3       area, so we're proposing this addition. It's a  
4       multipurpose space that will have 150 seats. We'll  
5       have different ways of configuring this space and  
6       also it will be able to function as two classrooms,  
7       so this is the way we are connecting the two sides  
8       and solving that problem that has been there for  
9       decades, disconnect the upper floors. All of these  
10      building will have two elevators as well in the event  
11      that one fails.

12           MR. MITCHELL: Do they currently have  
13      elevators?

14           MR. LADDS: Yes, they do. This is the plan,  
15      proposed plan for Craig-Lee. Going to the second  
16      floor to better illustrate the diagram, like Gaige we  
17      are using one side for academic departments. On this  
18      side, we're housing larger departments.

19                   And this is a -- this is the original  
20      building which was a purpose-built classroom  
21      building. The spans as well as the flexibility in  
22      this space in this building are very well suited for  
23      classrooms. Over the years, as I mentioned before, a  
24      lot of these spaces have been converted to offices



1       and other functions, but we feel that since this is  
2       the most appropriate use for this building, the right  
3       thing to do is to revert it back to classrooms, and  
4       it could be very efficient.

5               This area here is, again, that mixing  
6       space, so between the two we have very active social  
7       space with some classrooms. But this is a lounge on  
8       all three floors. It varies with openings, and  
9       there's communication also with a monumental stair in  
10      that area.

11             But this is in addition, this space  
12      right here that on the ground floor looks out. They  
13      all look over this courtyard by the ground floor and  
14      have direct access to the courtyard. And this part  
15      of the building is an addition as well. So the  
16      original building is back here. So we will be  
17      refacing this building. The elevations and the forms  
18      of this building are under development so I haven't  
19      included them in this proposal. That would be for a  
20      later proposal at a later presentation.

21             Down now on the ground floor. And one  
22      of the objectives of our program is to activate the  
23      ground floor and provide a lot of connection between  
24      the students, faculty, and campus.

1                   So at ground level we have lounges and  
2                   a potential cafe in this area. This is a significant  
3                   opinion of the plan and of the campus because the  
4                   ground floor from the mall into this open space,  
5                   there's a lot of traffic, as you saw in the earlier  
6                   diagrams. So we're seeing a lot of glass, a very  
7                   transparent lower level here with these lounges and  
8                   this cafe, very student-centric and a social-centric  
9                   space as well as on this space here. This will be a  
10                  glass wall looking out to the courtyard.

11                 We are including some future expansion of  
12                 shelf space at the lower level and repurposing some  
13                 of the spaces here for classrooms at the lower level.

14                 And then as you go up, a very similar plan.  
15                 We have five stories on this section so the size of  
16                 the building now can accommodate the large  
17                 departments with the addition. So this continues up  
18                 two floors. And that's essentially the presentation.  
19                 Thank you.

20                 MR. BROOKS: Mr. Ladds, I have some  
21                 questions. This project that you're describing,  
22                 first of all, is it a single project or two different  
23                 projects?

24                 MR. LADDS: It's a single project but it

1 will occur in two phases.

2 MR. BROOKS: And what is the value of the  
3 construction, do you know?

4 MR. LADDS: We're currently looking at some  
5 variables in the budget; however, it should be around  
6 44 million. It's a little bit dependent upon other  
7 factors that are some moving parts, such as  
8 developing swing space for classrooms, offices and  
9 other factors that the college would be able to  
10 better answer.

11 MR. FITTA: If I may clarify.

12 MR. BROOKS: Sure.

13 MR. FITTA: If the 44 is the total project  
14 cost, the construction cost is something less than  
15 that.

16 MR. BROOKS: Less than that.

17 MR. FITTA: Yes.

18 MR. BROOKS: Do you know, Kevin, what it's  
19 going to be?

20 MR. FITTA: I think we're still working  
21 through some of those details right now.

22 MR. LADDS: That's correct, sir. That was  
23 the approximate cost, right.

24 MR. BROOKS: Have you designated or

1       determined a schedule of construction for each phase?

2               MR. LADD:  Roughly, right now, we're  
3       looking for a start for Gaige in the summer of '15,  
4       and then the next phase would be probably the fall of  
5       '16 for Craig-Lee.  And that's probably a little bit  
6       in flux, but...

7               MR. MITCHELL:  Did you say the fall of '15  
8       or '16?

9               MR. LADD:  '16.

10              MR. BROOKS:  And that second phase,  
11       Craig-Lee, how many months do you estimate that would  
12       take?

13              MR. LADD:  I think we're looking at about  
14       14 approximately.

15              MR. BROOKS:  Will there be any overlap or  
16       it's just one and then the other?

17              MR. LADD:  There would probably be  
18       mobilization overlap but the idea is to finish one  
19       building and we can't do the other until the building  
20       is completed, so there really can't be that much of  
21       an overlap because we're using one building and -- in  
22       other words, some of the programs for Craig-Lee will  
23       move into Gaige after Gaige is finished in order to  
24       implement the construction of Craig-Lee.

1           MR. BROOKS: Is it -- starting with  
2       Craig-Lee, is this a total gut of the building? In  
3       other words, will students be in the building or will  
4       they need to be moved out?

5           MR. LADDS: It will be a vacant building and  
6       it will essentially be a gut of the finishes,  
7       certainly, and most of the systems.

8           MR. BROOKS: And so I would assume then  
9       that -- well, I won't assume anything. The classes,  
10      the offices, whatever's in Gaige Hall, those will  
11      need to be moved elsewhere on campus?

12          MR. LADDS: That's right.

13          MR. BROOKS: In terms of the schedule, is  
14      it -- is there any critical aspect to making sure  
15      that the schedule run on time? I assume that this  
16      construction and the school year, the academic year,  
17      needs to flow in a way that makes sense for the  
18      college.

19          MR. LADDS: Well, certainly we wouldn't  
20      start construction until the end of the semester,  
21      after commencement starts, but it is tied into the  
22      academic calendar.

23          MR. MITCHELL: Can you explain that, tied  
24      into the academic calendar, how that plays into the

1 construction schedule of the first phase and then how  
2 that ties into the construction schedule for the  
3 second phase?

4 MR. LADDS: Well, the construction schedule  
5 for the first phase would start after the spring  
6 semester -- the fall semester -- sorry, the spring  
7 semester, so it starts after commencement.

8 MR. MITCHELL: So the building is vacated  
9 after graduation, correct?

10 MR. LADDS: Correct.

11 MR. MITCHELL: And then you're going to  
12 start construction and run that through the following  
13 year. When do you anticipate bringing the first  
14 phase to completion so the building could be used?

15 MR. LADDS: Probably 14 months after, so we  
16 would anticipate for the fall semester.

17 MR. MITCHELL: Okay. Now, let's explain  
18 what happens if construction doesn't meet that  
19 schedule. How does that impact the -- the next  
20 academic year?

21 MR. LADDS: Well, I would leave that to the  
22 institution to determine the impact; however, I would  
23 anticipate that they would have classes scheduled for  
24 those spaces and I would anticipate that there would

1 be a problem moving classes into those spaces and  
2 moving the departments into those spaces.

3 MR. MITCHELL: So is the construction  
4 schedule for Phase 1 of some significance to the --  
5 to academic programs and the beginning of Phase 2?

6 MR. LADD: I would say so.

7 MR. MITCHELL: And if there's a delay in the  
8 opening of completion of Phase 1, will there then be  
9 a delay in the commencement of Phase 2?

10 MR. LADD: I would anticipate that one  
11 would follow the other.

12 MR. MITCHELL: Thank you.

13 MR. LADD: They are not an independent,  
14 isolated occurrence.

15 MR. MITCHELL: Is that because the college  
16 needs as much space as it can have available for  
17 classes and the academic schedule?

18 MR. LADD: Yes. And also there are  
19 departments that need to be housed. So some of the  
20 departments will move back into Craig-Lee -- I'm  
21 sorry, some will be moved back into Gaige. Some will  
22 move from Craig-Lee to Gaige.

23 MR. BROOKS: So making sure I understand  
24 this, classes and offices that might be engaged, some

1 of those will move into Craig-Lee during the first  
2 phase of construction and vice versa during the  
3 second phase, classes or --

4 MR. LADDS: I'm not in charge of the moving  
5 around; however, I don't believe we're moving that  
6 much into Craig-Lee. I believe it's going other  
7 places on campus. That's not really in our scope,  
8 but my understanding is there's other places being  
9 found on campus for those that are now in Gaige.

10 MR. O'BRIEN: So if you did not meet your  
11 timeline for Phase 1, would that stymie you with  
12 respect to Phase 2? In other words, if Gaige isn't  
13 complete for the fall semester of '15, then would  
14 that prevent you from beginning the second phase?

15 MR. LADDS: I can't say for sure, but I  
16 would anticipate that it would have an impact unless  
17 there were spaces found elsewhere to have both  
18 buildings vacant, then I would anticipate that that  
19 would delay the beginning of Craig-Lee construction.

20 MR. FITTA: May I add to this?

21 MR. MITCHELL: As a member of the committee,  
22 I understand you're familiar with the project, but I  
23 would have a problem with a member of the committee,  
24 I think, testifying.



1 MR. FITTA: Okay.

2 MR. MITCHELL: Although we will need some  
3 clarification as to the relationship between the  
4 academic schedules and moving in and using the space,  
5 I don't know whether you're the best person to  
6 provide that. But I think we will need some --

7 MR. FITTA: I can provide it at the  
8 appropriate time.

9 MR. MITCHELL: Okay.

10 MR. LADDS: I would appreciate it if you  
11 could correct me.

12 MR. BROOKS: Well, I think we do need some  
13 testimony from someone at the college familiar with  
14 how the scheduling of the classes is going to work  
15 with the construction schedule itself and that we  
16 should get some testimony on the record for that, and  
17 if there's someone else who can do that -- maybe Ray  
18 Keough might be able to provide that if he's here.

19 MR. FITTA: Sure.

20 MR. BROOKS: We can do that on the 23rd or  
21 if he's here, we could do it today.

22 MR. MITCHELL: Well, we have people who want  
23 to testify and we should hear as much as possible  
24 about the construction phase, the impact, and how

1       those things interrelate.

2               MR. BROOKS: Right. Kevin, is there anyone  
3 else that could provide that today after Mr. Ladds'  
4 testimony?

5               MR. FITTA: I would ask Ray. Are you  
6 prepared to talk about the phasing or is that  
7 something you would need to talk about at another  
8 time?

9               MR. KEOUGH: I didn't bring anything with me  
10 to talk about it. If there were general questions,  
11 we could go through it. But you can't start one  
12 project without totally completing the first one.

13              MR. BROOKS: Well, let's get through with  
14 Mr. Ladds, and we can take a five-minute recess.

15              MR. BOVIS: Could these be bid as two  
16 separate projects?

17              MR. LADDS: Could it be?

18              MR. BOVIS: Yes.

19              MR. LADDS: That would be possible.

20              MR. MITCHELL: Has a decision been made as  
21 to how this will be bid, as two separate construction  
22 projects, or is it going to be a single project?

23              MR. LADDS: It's a single construction  
24 project.

1 MR. MITCHELL: That's the current plan?

2 MR. LADD: Yes.

3 MR. BROOKS: In keeping with the  
4 construction, you anticipate that all of the trades  
5 of various construction trades will be engaged on  
6 this project?

7 MR. LADD: Yes, I anticipate that.

8 MR. BROOKS: You mentioned a cafe being  
9 built I think in Craig-Lee?

10 MR. LADD: Yes.

11 MR. BROOKS: Is that cafe going to be built  
12 with full kitchen facilities?

13 MR. LADD: No. That's not anticipated  
14 right now. It's an undeveloped part of the program.  
15 It's mainly seen as a social space that may be more  
16 or less a self-serve type of thing. At this point  
17 it's not, you know, a full blown, you know, food  
18 service or anything like that at this time.

19 MR. BROOKS: All right. You mentioned at  
20 the beginning of your presentation access to these  
21 buildings. Based on the construction going on  
22 involving pedestrians -- there are prominent spaces  
23 on the mall. Will the mall be assessable to the  
24 students and faculty and visitors to the school while

1 construction is going on?

2 MR. LADDS: Certainly, I would -- I'm not  
3 going to propose that I've developed an  
4 implementation plan for the contractor; however, I  
5 would anticipate that there would be fencing around  
6 the building and then it will probably go to the  
7 back, and you could easily isolate this building as  
8 well. This has vehicular access from two sides, so I  
9 would assume that a good deal of construction  
10 activity would come in from that main area.

11 MR. BROOKS: In terms of access by vehicles,  
12 there's two accesses to Craig-Lee?

13 MR. LADDS: This is not direct access;  
14 however, I am aware of vehicles driving over this  
15 area but it's not designated as vehicular access. I  
16 mean we have seen that vehicles have driven in this  
17 area so I'm assuming it probably H20 paving in that  
18 area because it doesn't seem like it's broken apart.

19 This is loading here for the arts  
20 center, so this is clearly vehicular and also it  
21 serves the Henry Barnard kitchen as well.

22 MR. BROOKS: So there would be a requirement  
23 to keep that access to the elementary school open?

24 MR. LADDS: Correct. And I would anticipate

1       that this particular access will probably remain open  
2       during construction, and then they would back their  
3       way out to landscape and then that's when the access  
4       would terminate. So this right now I'm assuming  
5       would be the staging area and then when they start to  
6       be part of the landscape area, they would back out.

7               MR. BROOKS: And so as I'm understanding it,  
8       in terms of construction vehicles coming in and out  
9       of the site, there's just that one access in from I  
10      guess the road on that side of the campus?

11             MR. LADD: Right, from the southeast, over  
12      here.

13             MR. BROOKS: And switching over to Gaige  
14      Hall, the access, is that -- is that Library Road  
15      that runs behind that?

16             MR. LADD: Yes. This road would provide  
17      access to this area and perhaps the staging areas  
18      which would be on this side.

19             MR. BROOKS: And vehicles entering the  
20      campus for construction would come in either from  
21      Fruit Hill Avenue or Mount Pleasant Avenue?

22             MR. LADD: I would say so, but I would  
23      probably -- the owner would probably designate one or  
24      the other.

1           MR. BROOKS: All right. Does any committee  
2 member have any questions?

3           MR. BOVIS: Is new furniture required for  
4 these buildings?

5           MR. LADDS: Yes.

6           MR. BOVIS: Will there been work stations  
7 installation?

8           MR. LADDS: Correct.

9           MR. BOVIS: Thank you.

10          MR. MITCHELL: If I may, there will be  
11 demolition in these buildings, correct?

12          MR. LADDS: Yes.

13          MR. MITCHELL: All exterior or exterior and  
14 --

15          MR. LADDS: You mean all of the interior  
16 for --

17          MR. MITCHELL: Will there be both?

18          MR. LADDS: There's both. For Gaige, with  
19 the exception of windows and perhaps window opening  
20 modifications, most of the exterior demolition will  
21 occur at the mall entry area, so we're not doing much  
22 around the outside.

23                       For Craig-Lee, we're working on the  
24 curtain wall here in this part and we're leaving a

1 lot of the brick and replacing windows only with the  
2 exception of certainly an addition here would be  
3 removing the exterior where we're putting the  
4 addition up to the building.

5 MR. MITCHELL: Okay. Now, I'm fairly  
6 familiar with the campus. I live close enough that I  
7 can access the campus, and it's been my experience  
8 that it gets a lot of foot traffic both day and  
9 night, and it's basically contained space around  
10 Craig-Lee Hall in close proximity to the other  
11 buildings. Are there concerns about having ongoing  
12 major construction at that location and how that will  
13 impact the student population as well as the  
14 construction that goes on within this area?

15 MR. LADDS: I would say that I've worked on  
16 campuses that are far denser than this, and it's  
17 really a constriction that occurs that the contractor  
18 needs to respond to. This is not by any means the  
19 tightest site I've ever seen. There's a lot of  
20 opportunity -- there's a lot of space, a lot of  
21 opportunity for containing the construction, so I  
22 don't anticipate anything involving that. There's a  
23 lot of room here and we may need to block off the  
24 walkway and have people walk around, but there's a

1 lot of room.

2 MR. MITCHELL: Well, is there any impact of  
3 construction on instructional activities that goes on  
4 in nearby buildings?

5 MR. LADDs: I would say if there was a  
6 concern it might be on the acoustical side, not  
7 necessarily impeding pedestrian traffic or anything  
8 like that, the general nature of construction being  
9 noisy at times.

10 MR. BROOKS: Will any of the construction  
11 need to be done on off hours, whether it's demolition  
12 or other construction due to noise concerns?

13 MR. LADDs: In my experience, working on  
14 academic buildings, I don't see that as necessarily  
15 being an issue with this project. Perhaps there  
16 could be some. I don't anticipate pile driving that  
17 I can see. It's going to be mostly power hand tools  
18 and that type of thing. Some of the site work could  
19 be fairly loud.

20 MR. MITCHELL: And how about vehicles used  
21 for construction purposes? Will there be large  
22 vehicles accessing these sites?

23 MR. LADDs: Yes. There will be concrete  
24 trucks, fairly large vehicles to move materials.



1       There will be unloading, you know, steel, that type  
2       of thing. I would -- if I were the contractor, I  
3       would probably stage it going this way into this area  
4       for this project and maybe out front. But, again,  
5       this is a means and methods issue that I don't really  
6       get that involved with.

7               MR. MITCHELL: But safety is an issue for  
8       work in this type of area.

9               MR. LADD: All the OSHA standards will have  
10      to be met. You mean safety for pedestrians?

11              MR. MITCHELL: For users of the campus.

12              MR. LADD: For users of the campus, I don't  
13      see anything that can't be taken care of with your  
14      standard construction fence regarding safety and  
15      redirection of traffic.

16              MR. BROOKS: You mentioned demolition. Will  
17      there be interior demolition of both buildings  
18      required?

19              MR. LADD: Yes.

20              MR. BROOKS: Will there be any hazardous  
21      materials that will need to be removed, asbestos or  
22      --

23              MR. LADD: We have a study and there are  
24      some hazardous materials and that would be part of

1 the project. The survey will be put into the  
2 construction documents.

3 MR. MITCHELL: I'm pondering the  
4 relationship between the Henry Barnard School and the  
5 construction site because while the college campus  
6 is -- they have a long academic schedule, that school  
7 has a different academic schedule so you're going to  
8 have the elementary school kids going by the  
9 Craig-Lee Hall during construction; am I correct?

10 MR. LADDS: Well, the Henry Barnard School  
11 playground -- you are correct. My kids actually went  
12 to school here, so I -- it's here, and then the entry  
13 is down here. It is an issue that would have to be  
14 dealt with. There's no question there's going to  
15 have to be a safety process and a clear definition of  
16 what's the job site and what's not.

17 MR. MITCHELL: And everyone involved in that  
18 is going to have to be aware of that issue.

19 MR. LADDS: That's correct. I don't mean to  
20 downplay the need for concern. I feel like there are  
21 solutions that are not -- it's not in any way  
22 insurmountable, but I agree that attention has to be  
23 paid to the way in which these projects are going to  
24 be implemented.



1           MR. KEOUGH: Raymond Keough. I'm the owner  
2 of Keough Construction. We provide owners project  
3 manager services to the state of Rhode Island.

4           MR. BROOKS: Are you providing owners  
5 representation for this project, for the Craig-Lee  
6 and Gaige Hall renovations and modernization?

7           MR. KEOUGH: Yes, we are.

8           MR. BROOKS: Committee members can ask their  
9 questions, but I'll start off. There was concern  
10 first with the impact of the schedule, and we heard  
11 from Mr. Ladds that the schedule was to begin with  
12 the first phase of the project with the construction  
13 of Gaige Hall in the summer of 2015; is that correct?

14          MR. KEOUGH: That's correct.

15          MR. BROOKS: And that would run, I think,  
16 about 14 months, and then Craig-Lee would begin in  
17 the fall of 2016, correct?

18          MR. KEOUGH: Correct.

19          MR. BROOKS: About a 28 or 29 month overall  
20 span?

21          MR. KEOUGH: Overall, yup.

22          MR. BROOKS: Do you have an understanding,  
23 Mr. Keough, of what the plan is for classes and  
24 offices that are in Craig-Lee and what's going to

1       happen to them?

2               MR. KEOUGH: Well, I don't have an absolute  
3 detail because there's many different departments in  
4 both buildings. The goal of the project is to put  
5 all the departments together. I do know, however,  
6 that in order to start the second building, the first  
7 one has to be completed so that everyone will move  
8 out of Craig-Lee and into Gaige for the second part  
9 of this project.

10              MR. BROOKS: So the second phase, in the  
11 fall of 2016, couldn't begin until the first phase of  
12 construction of Gaige Hall is completed?

13              MR. KEOUGH: That's correct.

14              MR. BROOKS: And if, let's say, with the  
15 first part of the project if there's a delay in the  
16 construction of Gaige Hall and that goes into the  
17 academic year of the fall of 2016, what would be the  
18 ramifications of that?

19              MR. KEOUGH: Well, first of all, the kids  
20 could not occupy the building so we would be planning  
21 on the students being in that building at the time.  
22 So if they couldn't go in the building, we would have  
23 to make some other alternative arrangements. It  
24 would be a significant impact.

1           Right now there's very little what we call  
2   swing space available on the campus, which is places  
3   where you can put students while you're doing  
4   renovations in a particular building, so if we were  
5   planning on being ready, we wouldn't have the space  
6   available.

7           MR. BROOKS: Because, if I understand, with  
8   not much swing space available, it will be being used  
9   up with those offices and classes that have swung out  
10   of Gaige Hall?

11          MR. KEOUGH: Correct.

12          MR. BROOKS: So Craig-Lee couldn't move into  
13   this swing space because the other building is in it?

14          MR. KEOUGH: Correct.

15          MR. BROOKS: In terms of the second phase,  
16   Craig-Lee, if the construction is delayed past the  
17   beginning of the fall semester, would the school be  
18   able to start construction at any time or would they  
19   have to wait until the end of the semester?

20          MR. KEOUGH: I would -- my firm would  
21   recommend that you wait. You want to minimize the  
22   interaction between students and construction  
23   activities. I wouldn't recommend starting work on a  
24   building that has any students at all in it.

1           MR. BROOKS: So that would mean that the  
2 second phase wouldn't start until --

3           MR. KEOUGH: The spring of '17.

4           MR. BROOKS: -- the spring semester, which  
5 starts, say, in January of 2017?

6           MR. KEOUGH: Yes.

7           MR. BROOKS: In terms of the cost estimates  
8 for the project, would those kind of delays -- what  
9 impact would that be on the cost of the project?

10          MR. KEOUGH: Well, we provide a lot of  
11 estimating services for the college and we typically  
12 include a price escalation clause or a percentage of  
13 the overall construction because of inflation and  
14 other consumer prices that affect the materials of  
15 construction. There's -- the fellows in the field  
16 get a raise every year, however, whatever collective  
17 bargaining agreements they have, so all those things  
18 add to the cost of a job.

19                 A job that's right now this long we're  
20 going ask the contracting community to commit to a  
21 plus or minus 30-month window of construction, so  
22 they're going to take some business risks to get the  
23 job done on time.

24                 Every time you delay that, you're

1 going to incur more management fees from the  
2 contractor, you'll incur management fees from the  
3 architect to stand on board to support a delayed  
4 schedule. Typically, they require construction  
5 administration there on site doing things. I can  
6 testify on my behalf you would have to give me more  
7 money to stick around, but -- so you want to try to  
8 avoid those things.

9 MR. BROOKS: Any other questions?

10 MR. MITCHELL: Are you involved in other  
11 construction projects on other college campuses?

12 MR. KEOUGH: Yeah, we are. We're doing a  
13 significant amount of work at the University of Rhode  
14 Island.

15 MR. MITCHELL: And have you experienced any  
16 construction delays on the URI project?

17 MR. KEOUGH: We have, yes, sir.

18 MR. MITCHELL: Do you know whether it has  
19 impacted URI's academic schedules when they have  
20 project delays?

21 MR. KEOUGH: It has impacted and we've been  
22 able to manage it. The only significant project that  
23 got delayed was a wellness center, which was more of  
24 a fitness area, but the college pharmacy opened on



1       time. We're working on the chemistry project right  
2       now which has a PLA. It seems to be on time and on  
3       schedule.

4               MR. MITCHELL: So you've have experience  
5       with PLA projects?

6               MR. KEOUGH: Yes, sir. We have a PLA at the  
7       chemistry building. We were also involved with CVS  
8       when we had PLAs for two large projects for CVS up in  
9       the Highland Industrial Corporate Park.

10              MR. MITCHELL: Now, we've seen site plans  
11       with the campus and the areas where there will be  
12       construction. Are there any special considerations  
13       with this type of construction on the college campus  
14       or in a setting where you have colleges and an  
15       elementary school?

16              MR. KEOUGH: Yes, sir, there are. And  
17       that's part of the reconstruction process. As Chris  
18       Ladds was up here earlier, one of the documents that  
19       will be in the bid set will actually be a site  
20       logistics plan that will actually explain to the  
21       contractors that are bidding the job which show a  
22       fencing drawing that fences in each building. We  
23       will spend time with Rhode Island College creating  
24       the most safe travel for construction vehicles.

1 We'll identify areas where construction vehicles will  
2 park for all the workers. They probably won't be  
3 able to fit on the site so we're going to need to  
4 identify a space for them to park. We've done that  
5 at the University of Rhode Island on almost every  
6 project so there's like a central area.

7 So we'll come up and get approved by  
8 Rhode Island College the document that controls the  
9 flow of traffic in and out of the sites.

10 MR. BROOKS: Do any committee members have  
11 any question?

12 MR. BOVIS: You mentioned escalation. What  
13 has escalation been trending in the last few years in  
14 the construction industry?

15 MR. KEOUGH: It's a little scary. In '13 it  
16 was a lot. It was north of 10 percent. It was  
17 probably closer to 13 percent. So we saw a lot of  
18 projects that got budgeted in late '12 and early '13  
19 that really took significant hits. This year we  
20 think it's much lower. It's in the threes, 3 and a  
21 half per percent. But I think that's what we would  
22 carry going forward.

23 MR. BROOKS: Any other questions from the  
24 committee? Thank you. At this time we're going --

1       thank you, Mr. Keough.

2               MR. KEOUGH:   Thank you.

3               MR. BROOKS:   At this time we're going to  
4       call members of the public who have signed up to  
5       speak.   The first one we're going to call is Greg  
6       Mancini from Build Rhode Island.

7               MR. MANCINI:   For the record, Greg Mancini  
8       from Build Rhode Island.   Thank you for having me.

9                       Build Rhode Island is a trade  
10       association comprised of three contractor  
11       associations; The Association of General Contractors,  
12       The National Electric Contractors Association, and  
13       The New England Mechanical Contractors Association,  
14       and members of the Rhode Island Building &  
15       Construction Trades Council.

16                      I had submitted a nine-page paper  
17       based on your initial request for information, and  
18       along with that I have provided you with 32 exhibits.  
19       24 of those exhibits are actual testaments from  
20       construction users who have used PLAs and have been  
21       successful.   I'm not going to go into my 9-page  
22       paper.   Hopefully, you'll all read it.

23                      I will comment on one of the exhibits  
24       I provided and that's a letter from Brown University.

1 Brown University, right now their policy is any  
2 project over \$5 million is going to be an all-year  
3 project with a memorandum of understanding, and in  
4 total, to date, we have probably constructed about a  
5 quarter of a million dollars worth of construction  
6 activity at Brown. They were all union, mostly under  
7 Project Labor Agreements or memorandum of  
8 understanding.

9 One of the reasons why -- well,  
10 several reasons why, but one of the reasons is I  
11 think universities are unique. Colleges are unique.  
12 The time schedule is critical. One of the values of  
13 a PLA that I talk about in my paper is PLAs increase  
14 certainty. They increase cost certainty and probably  
15 more important for your purposes, they increase  
16 schedule certainty. It's one component on a long  
17 list of variables that provide certainty for you. At  
18 Brown, our views have worked I think because of that  
19 critical component of schedule certainty.

20 I know what the state law says relative to  
21 you entering into a PLA. We're talking about large  
22 and complex projects. Clearly, Gaige and Craig-Lee  
23 are large projects and certainly they're very complex  
24 and I think in particular for a university because of

1       your scheduling component of classes, things like  
2       that.

3               In addition, you have obviously a school  
4       here and safety is a critical component. Safety,  
5       obviously, is -- the safety plans are completed by  
6       the -- your project managers. There are people who  
7       are running equipment, and you have students around,  
8       possibly young kids. Safety is going to be very  
9       important for you. It includes statistics on safety.

10              From 1998 to 2013, there have been 35  
11       fatalities in the construction industry in our state  
12       and just three were union workers, and this is  
13       despite the fact that usually it's union workers and  
14       union contractors that are working on the most  
15       perilous jobs site. So I think that is an important  
16       component for you to consider in your analysis.

17              I do want to touch on Fogarty for a minute.  
18       I didn't hear how much that project was worth. It  
19       seems like it was far less. I would point out two  
20       things. A couple of things on that is it's a  
21       standard project. I was told or there was testimony  
22       to that fact that there will be a number of trades in  
23       that, 16 construction trade unions. I know we have a  
24       number of collective bargaining agreements that will

1 be expiring during the term of that project, even  
2 though it will be relatively short.

3 At Brown University, just so you know, we've  
4 done projects as low as \$2 million, \$4 million, so  
5 even though you wouldn't think of a 2 or a \$4 million  
6 project as overly large, I think because it's on a  
7 university campus and there are other heightened  
8 schedule concerns, I think it takes a more -- I think  
9 it's more heightened or that the threshold shouldn't  
10 be lowered.

11 So I know that the Fogarty Building project  
12 is probably more than that but at Brown, again, every  
13 project over \$5 million is going to be an all-union  
14 project with a memorandum of understanding. So I  
15 think one of the reasons is certainly quality of work  
16 force but also I think schedule issues.

17 Other than that, I'm not going to comment on  
18 that. If you have questions for me, I'm more than  
19 happy to take them. I know a number or couple of you  
20 I've testified before you. I think you've seen our  
21 package. I don't think there's -- I know there's a  
22 lot of studies on PLAs. I don't know of one study on  
23 a PLA that analyzes any project from Rhode Island pro  
24 or con. The only evidence I've seen on the success

1 or failure of PLAs is really twofold; number one, the  
2 fact that they are used which, to me, is the prima  
3 facie evidence that they have value, but even more  
4 than that is the comments from construction users and  
5 owners that we have included in the package. Every  
6 one is -- has had a good experience with PLAs here in  
7 the state of Rhode Island.

8 So there's no evidence that I know of that  
9 I've ever seen that says PLAs have an adverse impact  
10 on any project in Rhode Island, increased costs,  
11 nothing. But on the other hand, there's ample  
12 evidence that PLAs, when implemented for the reasons  
13 that they are needed, have been successful. So with  
14 that I will close and if anyone has questions, I'm  
15 more than happy to answer them.

16 MR. BROOKS: Members of the committee?

17 MR. MITCHELL: If I may, Mr. Mancini, one of  
18 the concerns raised by the Supreme Court and one of  
19 the criteria in our State Purchases Act 37-2-2 is  
20 that the procurement system is supposed to provide  
21 increased economy in state and public agency  
22 procurement activities by fostering effective  
23 competition. There is concerns, or there should be a  
24 concern as to whether if we have a PLA, there would

1       be a sufficient number of general contractors in the  
2       Rhode Island market who would be able to bid  
3       competitively on these projects. Do you have any  
4       insight as to whether competition would be inhibited  
5       by a PLA?

6               MR. MANCINI: I have a couple of comments.  
7       The first comment I'll make is that the Supreme Court  
8       made that conclusion without any evidence but,  
9       nevertheless, they made that conclusion.

10              The second comment is government -- unlike  
11       the private sector, government can't discriminate  
12       against contractors based on their collective  
13       bargaining relationships, so any non-union contractor  
14       is just as eligible provided they meet all your other  
15       bidding criteria. They're just as eligible to bid on  
16       this project as union contractors.

17              The third comment I'll make is that we have  
18       a directory. The last time I checked there was 800  
19       some odd contractors in our directory. And, lastly,  
20       I'll make the comment that although it was a little  
21       bigger project, the opponents of the PLA readily  
22       admitted that they don't have enough contractors in  
23       their stable that could really bond for that job.

24              Actually, one other comment I'll make on



1       that is that the Kent County Courthouse Study  
2       Commission had -- I believe it was a couple of years  
3       ago, but they concluded that there would be no  
4       adverse impact on competition because all the  
5       contractors who are capable of doing this job are  
6       union contractors. So I think that's -- I still  
7       think that's the case, by the way, although I must  
8       admit it's an anecdotal conclusion on my part, but I  
9       think it's supported by some testimony from the last  
10      public hearing as well as some conclusions from the  
11      Kent County Courthouse Study Commission.

12               MR. MITCHELL: So it would be your opinion  
13      that it would not adversely impact competition for  
14      these contracts?

15               MR. MANCINI: Yeah. I would say that,  
16      number one, non-union contractors, if there are some  
17      out there, they're certainly eligible to bid, and  
18      number two is I think regardless, the majority, if  
19      not all of the contractors that are able to bid on  
20      this project or a certain amount of this project are  
21      signatory contractors.

22               MR. MITCHELL: Thank you.

23               MR. BROOKS: Do any other members of the  
24      committee have any questions for Mr. Mancini? Thank

1       you. The next speaker is Mike Sabatini from the  
2       Rhode Island Building Trades.

3               MR. SABITONI: Thank you. Members of the  
4       committee, for the record, my name is Michael  
5       Sabatoni. I am president of the Rhode Island  
6       Building & Construction Trades Council representing  
7       close to about 10,000 construction workers in and  
8       around the state of Rhode Island.

9               Throughout history we've constructed  
10      basically any or every structure of significance in  
11      the state of Rhode Island and it's our hopes that we  
12      will construct this as well.

13              I submitted a letter and I know you  
14      have the information that Greg Mancini has submitted  
15      as well. I have been in front of a few of you before  
16      in similar studies to see if a PLA is feasible. It  
17      is my recommendation to this committee and my  
18      expertise in the construction industry that this a  
19      feasible project for a Project Labor Agreement along  
20      the lines of the testimony I heard from the  
21      architects of the scheduling, etc. and the necessity  
22      of the safety and coordination and the certainty that  
23      Project Labor Agreements bring to the owner and  
24      client, in this case being Rhode Island College.

1                   In our history we have negotiated  
2       billions of dollars worth of construction activity  
3       under Project Labor Agreements, and I think in the  
4       recent history here at Rhode Island College, if you  
5       ask some of the leadership of the college if they  
6       could go back and turn the clock back on some recent  
7       construction activity here, would they have liked to  
8       have a Project Labor Agreement for those projects,  
9       even some of them a little smaller than the ones  
10      we're discussing here today, I think the answer might  
11      be yes.

12                  And I have first-hand knowledge of  
13      that due to the fact that some of the contractors  
14      that we have that were under other contractors here,  
15      some of the difficulties and my intersession to try  
16      and help to expedite and make sure that we keep the  
17      construction on track.

18                  And I believe because of that, a  
19      Project Labor Agreement provides for the  
20      standardization of terms and conditions, it provides  
21      for mechanisms to expedite and resolve disputes, and  
22      it also provides, as my colleague has mentioned,  
23      certainty to the owner and the client that  
24      construction will continue under one umbrella, under

1       one master agreement, with the coordinated efforts of  
2       the contractors and subcontractors along with the  
3       architects and owners reps, as well as the building  
4       trades as a whole. And I believe because of that  
5       certainty, again, that's why it makes so much sense  
6       for this project.

7               I heard some questions while I was sitting  
8       in the audience with regards to sound and some other  
9       engineering results that we might need to take into  
10      consideration. Again, a Project Labor Agreement  
11      allows, during the term of that agreement, for a  
12      labor management committee to meet at any time to  
13      discuss, as projects evolve and they are ever  
14      changing, conditions that might arise in the hopes  
15      and the result to find a solution of whatever the  
16      issue might be as well as, as I was looking at the  
17      renderings of what we're about to undertake, which is  
18      usually an issue, especially at Brown University and  
19      other campuses, issues such as parking and the  
20      coordination of getting tradesmen and women to and  
21      from the work site which I'm sure will also be an  
22      issue here. That we negotiate directly into the  
23      agreements with the coordination of the employees  
24      through the contractors that they work for which is

1       also, again, a big consideration, especially for an  
2       educational institution.

3               Contrary to belief, during the life of this  
4       construction schedule, we're going to get busy again.  
5       The construction industry in Rhode Island has been  
6       severely impacted since 2008. We have had a real  
7       tough time with unemployment getting as high as maybe  
8       the low 40s across the board, 40 percent  
9       unemployment, but in light of what we have recently  
10      seen in the last few days at the state house and also  
11      the fact that we are here today in front of this  
12      committee and we've been in front of others,  
13      construction is on the rise, and we will see that  
14      trend as we get into '15 and '16 continue to  
15      escalate.

16             And to get back to the certainty on that,  
17      the certainty is with a Project Labor Agreement with  
18      the building trades is that we're guaranteed to man  
19      these projects and we will man them. And as the  
20      demand increases, we've lost some membership, you  
21      will have the mechanism to bring in additional  
22      workers through a bonafide trained workforce via our  
23      apprenticeship and training programs that we all have  
24      to meet the future demands of the industry and the

1 projects.

2           You heard Mr. Keough mention CVS, and I was  
3 the lead negotiator in my capacity as president to  
4 negotiate that project agreement or those couple of  
5 project agreements up at CVS.

6           And one interesting thing that happened  
7 during the life of those projects was that two of the  
8 trades came to impasse at the expiration of their  
9 collective bargaining agreements during the life of  
10 those projects. One was the Carpenters Union, Local  
11 Union 94, and the other was the Plumbers and  
12 Pipefitters, Local Union 51.

13           And the reason why CVS decided to do a  
14 Project Labor Agreement as a private for-profit  
15 company with shareholders was because it made  
16 business sense, and the proof of the business sense  
17 was while those contracts came to expiration and  
18 impasse and those crafts went out on strike, those  
19 projects were not impacted because Project Labor  
20 Agreements were in place and they had to guarantee to  
21 man and continue to man that project and a few others  
22 around the state. I think at the same time it was  
23 the T.F. Green Airport Intermodal Project as well was  
24 under a similar agreement and that project was not

1       impacted as well.

2               Some people say that these are all union  
3       agreements and nothing could be further from the  
4       truth. As my colleague, Mr. Mancini, has said, any  
5       contractor can bid, any subcontractor can bid. As  
6       long as they adhere to the terms and conditions of  
7       the agreement, they can bid and work on this project.

8               One of the largest open shop merit bridge  
9       contractors in the United States was in Rhode Island  
10      that did the Phase 1 of the Newport Bridge -- Phase 1  
11      of the Pell Bridge project about four years ago. He  
12      came to town, we reached out to him, we sat down, and  
13      we negotiated a Project Labor Agreement for that  
14      project. It was an open shop general contractor that  
15      took half of his work force from across the country  
16      to come here to work side by side with tradesmen and  
17      women of the Rhode Island Building & Construction  
18      Trades Council.

19              So that project exercised two disclaimers;  
20      number one, that whether you're a union contractor or  
21      non-union contractor, if you agree to work under the  
22      terms and conditions, it's union neutral.

23              The second is that the phobia that you have  
24      to only use union workers couldn't be further from

1 the truth. I believe Mr. Mancini's evidence to the  
2 committee also has a letter. While I was negotiating  
3 the Project Labor Agreement for the University of  
4 Rhode Island chem lab, the misnomer or disclaimer  
5 that key personnel for companies can work under  
6 Project Labor Agreements and there is no paying of  
7 dual benefits and some and the other phobias that you  
8 hear from the merit side of the industry on why PLAs  
9 are cost prohibitive.

10 So, in my opinion, you're looking at three  
11 projects, and I know two should be fit together  
12 because of the time and scope and the need to have  
13 one done and start the other and the coordination of  
14 efforts.

15 I just might convey to the committee you  
16 might want to consider putting all three together and  
17 see that you might get a better outcome on your cost,  
18 because if you're going to have a management team  
19 here that's going to be managing 40 million worth of  
20 construction on two places and there's an additional  
21 4 or \$5 million project over here, it might be in the  
22 committee's interest to say let's just get one  
23 construction manager, lump them all together. You'll  
24 have certainty terms and conditions on all three



1 projects on whatever may arise, and I just offer that  
2 as a consideration for the committee if you wish to  
3 do so.

4 In closing, since 2008 -- and if you decide  
5 that a Project Labor Agreement is feasible, in my  
6 capacity as president, I will lead the committee in  
7 negotiating those agreements. And they have become  
8 pretty standardized with exceptions that we put into  
9 place with things relevant, again, to parking and  
10 timing and scheduling, etc. But I will be the one  
11 that will lead that committee if you reach that  
12 conclusion to negotiate a Project Labor Agreement.

13 And just, again, in closing, right now we  
14 have three public works PLAs that are on time, that  
15 are on budget, that the owner has not experienced any  
16 disruptions. There have been disputes on those  
17 projects but they are quickly resolved with the  
18 mechanisms contained in those agreements to the  
19 extent where I don't even think the owner knows that  
20 there might even be an issue or two on a project.

21 And that's the real reason why, as an  
22 institution and a user of construction services, you  
23 consider these type of arrangements both public and  
24 private because it's in the best interest of you, the

1 client.

2 So with that, I'll close. I would be happy  
3 to answer any of your questions and I thank you for  
4 your time today.

5 MR. BROOKS: Mr. Sabatoni, I have a few  
6 questions to start off. You mentioned you represent  
7 10,000 members in the construction trade unions?

8 MR. SABITONI: That's correct.

9 MR. BROOKS: How many construction trade  
10 unions are there?

11 MR. SABITONI: There are 17.

12 MR. BROOKS: Thank you. And this  
13 construction is scheduled to begin summer of 2015 and  
14 run, at least with respect to the timing of the  
15 Craig-Lee and Gaige project, for 28 months. If you  
16 know, will there be collective bargaining agreements  
17 impacting the different trades that will be expiring  
18 during that period?

19 MR. SABITONI: Absolutely. Actually,  
20 there's one expiring on Tuesday that we had a meeting  
21 this morning on that potentially could reach impasse.

22 MR. BROOKS: Okay. And you mentioned that  
23 on the CVS project a PLA prevented a negative impact  
24 or an adverse impact on that project, there were

1        expirations of a collective bargaining agreement on  
2        that project. Could you just comment on how a PLA  
3        would benefit the project if some of the union  
4        collective bargaining agreements expired during the  
5        term of this project?

6                MR. SABITONI: If the owner authorizes or  
7        decided that a Project Labor Agreement is in its best  
8        interest, then once we execute that agreement, for  
9        the life of this project the scope that's contained  
10       in the Project Labor Agreement, should any of those  
11       collective bargaining agreements expire during that  
12       duration, those local unions are obligated legally to  
13       man these projects.

14               So if they're at impasse at all those  
15       sites around the state then those projects will be  
16       impacted, but if there's a Project Labor Agreement in  
17       place on these projects, they will not be impacted.

18               MR. BROOKS: So let me take the other side  
19       and ask you about that. If there were no PLAs on the  
20       project and there was a job action where one of the  
21       unions wasn't going to work because their contract  
22       had expired, could you comment, based on your  
23       knowledge in the industry, your leadership role as a  
24       union official, how that would impact the project

1 without a PLA?

2 MR. SABITONI: Unfortunately, in the  
3 construction industry, that happens quite frequently  
4 from time to time, whether it's site specific or  
5 sometimes a demonstration or a picket line or a  
6 community standard awareness where there are  
7 disruptions on projects from time to time. It  
8 doesn't necessarily have to be the expiration of the  
9 collective bargaining agreement. We can have a whole  
10 workforce go out on strike, so there even are site  
11 specific things from time to time where  
12 demonstrations, etc. impact the project and delay  
13 construction activity.

14 Usually, when that happens, if that's one  
15 craft or a couple of crafts that get together and do  
16 that, then there's usually a disruption on that site.  
17 It might be for as little as a day, a week, but there  
18 still is a disruption should that occur.

19 That would not occur here, again, because  
20 you have the terms and conditions laid out and these  
21 entities know that there will be a severe impact or  
22 penalty on their organizations should they do so if  
23 there is a Project Labor Agreement in place.

24 MR. BROOKS: Okay. You are familiar with

1 the term reserve gate?

2 MR. SABITONI: That's correct, yes.

3 MR. BROOKS: The reserve gate would be set  
4 up -- if a subcontractor or a company working on a  
5 project had a labor dispute with one particular  
6 trade, they could set up a reserve gate so that that  
7 union would picket that gate but other workers would  
8 be able to go into other gates. That would be the  
9 case where there was no PLA?

10 MR. SABITONI: That usually occurs, again,  
11 on the site specific scenario I just mentioned,  
12 that's correct.

13 MR. BROOKS: Okay. And in this case where  
14 the access to the project seems to be limited by one  
15 way in and one way out, would there be a possibility  
16 to set up a reserve gate without a PLA in this  
17 situation?

18 MR. SABITONI: I mean when you look at the  
19 difficulties of construction sites, one of the things  
20 that you always look at is the entrance, how many  
21 ways in, how many ways out, especially if you get  
22 into a point where people are trying to deter people  
23 to go to work and honor and show solidarity or  
24 support for whatever their endeavor might be.

1                   So the fact that there's limited  
2           access to sites does have an impact on the potential  
3           to set up the dual gate system as it's known in the  
4           industry, absolutely. The more entryways, the more  
5           difficult it is to have that impact.

6                   MR. BROOKS: Okay. Members of the  
7           committee, do you have any questions?

8                   MR. MITCHELL: I do, if I may. There are 17  
9           trade unions. Would they all be signatories to a PLA  
10          if one was approved?

11                  MR. SABITONI: As of today, 16 out of 17  
12          would be signatory to this, and I would probably say  
13          that I would be able to get the 17th craft to sign on  
14          as well. That craft is an operating engineer who is  
15          not currently affiliated with the building trades.

16                  MR. BROOKS: And, Mr. Sabitoni, have the  
17          operating engineers signed separately on past PLAs  
18          that you have been familiar with, the URI chemistry  
19          building and others?

20                  MR. SABITONI: In the history that has  
21          happened from time to time. In the last three  
22          projects it has not. But I will also offer that the  
23          fact that you have 16 crafts on board out of 17 is a  
24          great insurance policy for the owner. Not having one

1 is not a deterrent. Having one is a deterrent, even  
2 if you had 1 craft, 1 out of 16 that would not  
3 participate in the Project Labor Agreement.

4 That's been my prior testimony as well  
5 on the other projects that have Project Labor  
6 Agreements in place and the operating engineer is  
7 there, is participating, and it's my belief that he  
8 will continue all the way to completion.

9 MR. O'BRIEN: So the carpenters have signed?

10 MR. SABITONI: The carpenters are back,  
11 reaffiliated with the building trades, and will be  
12 part of this Project Labor Agreement.

13 MR. MITCHELL: If I may, if I'm not  
14 mistaken, there are employee unions here at Rhode  
15 Island College. In the event of a work stoppage or  
16 work action by a state employee union, would the PLA  
17 require your trades to continue to work?

18 MR. SABITONI: I am legally obligated to man  
19 this project, and on behalf of the building trades we  
20 will man it regardless of what entity decides to do  
21 what type of demonstration. And, again, that's the  
22 reason why the owner, because of a certainty, and the  
23 client, choses to enter into these agreements.

24 So unfortunately should my brothers

1       and sisters ask me or any other -- and, by the way,  
2       in my capacity as business manager of Rhode Island  
3       Labor Business Council, I represent 6,000 public  
4       employees across the state of Rhode Island. Should  
5       that occur, we will man and are obligated to man and  
6       continue to construct these projects and we will.

7               MR. O'BRIEN: Michael, if a non-union  
8       subcontractor is a successful bidder, to what extent  
9       could it use its own personnel?

10              MR. SABITONI: At that point, as contained  
11       in the project agreements that I've negotiated in the  
12       past, we have what we call a pre-job conference. The  
13       relative craft would sit down with that subcontractor  
14       and come up with a reasonable and practical  
15       resolution on how to proceed on the project.

16              In my history, usually when that  
17       happens it's usually a one-for-one so that let's say  
18       there's going to be ten brick layers needed on a  
19       project. A practical solution is that the union  
20       would afford five bricklayers along with five  
21       non-union bricklayers. And sometimes it could be  
22       more or sometimes it could be less but, usually, in  
23       my experience and history, we're usually able to come  
24       up with a real practical solution so that both



1 parties are happy.

2 MR. O'BRIEN: And would the non-union sub be  
3 required to pay into the union's pension without --

4 MR. SABITONI: Only for the employees that  
5 he is provided for by the union. That, again, is I  
6 believe contained in the letter that I submitted.  
7 There's no double benefits for the key individuals.  
8 As long as he's paying the prevailing rate in Rhode  
9 Island or the equivalent and he's got that structure,  
10 that's his business. The only obligation to pay into  
11 our funds would be for the men that we refer to him  
12 from our halls. That's it.

13 MR. O'BRIEN: So the five and five, his five  
14 would be --

15 MR. SABITONI: His five are exempt. As long  
16 as he's paying prevailing rate, he can pay them all  
17 in the envelope, he can -- he's got a benefit  
18 structure that's equivalent to the prevailing rate,  
19 he's in compliance. He's in compliance with the  
20 Project Labor Agreement as well.

21 MR. O'BRIEN: Thank you.

22 MR. MITCHELL: If I may, are there any  
23 issues with paying prevailing wage or is the state  
24 trying to shift law requirements when there's a PLA

1 in place?

2 MR. SABITONI: No. As a matter of fact,  
3 you'll be in full compliance. I'll make sure of  
4 that, especially with apprenticeship.

5 I might even add -- that's a good  
6 question, Michael, that both on public and private  
7 PLAs that I negotiate on behalf of the building  
8 trades, that we try to insert our apprenticeship  
9 utilization as well so we can provide work  
10 opportunities for young people, men, and women that  
11 want to enter our industry. And we'll provide that  
12 as well, so there will be apprentices on this  
13 project.

14 And, in addition, with the CVS  
15 project, the ones that I'm negotiating now with  
16 Deepwater and the Procaccianti Group with the hotel  
17 downtown and additional private PLAs, we negotiated  
18 that into those private PLAs as well, just not when  
19 it's a public works project.

20 MR. MITCHELL: Thank you.

21 MR. BROOKS: One question, Michael. In  
22 terms of if the project has a goal set for minority  
23 participation, would a PLA adversely impact the  
24 project's ability to attract minority contractors?

1           MR. SABITONI: Absolutely not. Absolutely  
2 not. It's a public works project. And I know that  
3 we've had discussions in the past. The impact on the  
4 -- if you're talking about the contracting aspect of  
5 the minority business participation, it just has to  
6 do with size and scope and the ability to bond and  
7 the complexity of the projects I think sometimes that  
8 limit or hinder the participation of minority  
9 business entities.

10           Whether there's a PLA or not would  
11 not. There is no hinderance whatsoever. As a matter  
12 of fact, I actually think it's a benefit for a  
13 company to have access, if it doesn't already,  
14 especially if it's smaller in statute to have access  
15 to the best trained workforce in the construction  
16 industry via the building trades, to be able to call  
17 and get a qualified, licensed, safety-conscientious  
18 workforce when you need it and when you're done, send  
19 them back to the hall. I look at it from the other  
20 view.

21           MR. BROOKS: Any other committee members?

22           MR. FITTA: Yes. You had mentioned that  
23 there would be no adverse impacts on the owner with  
24 regard to PLAs and that you have several public works

1 and PLA projects in process that are on time and on  
2 budget. I'm sure you're aware that there are studies  
3 out there that suggest that PLAs can increase costs.  
4 Do you have anything that you can share with the  
5 committee to refute that or support the claim that  
6 there are no adverse impacts?

7 MR. SABITONI: As far as my colleague has  
8 stated, there has been no study that I am aware of  
9 that ever took place in the state of Rhode Island  
10 that shows that PLAs increase costs.

11 I am aware of two studies, the Beacon  
12 Hill Institute study in Massachusetts, the Fall River  
13 study. It's my belief that those studies were flawed  
14 due to the fact that in one of those studies there  
15 were different scopes of work when they looked at it  
16 and they had bids go in and go out. And the second  
17 one, the study was actually paid for and executed by  
18 a merit think tank to try and promote the nonuse of  
19 Project Labor Agreements.

20 And I guess, again, the best evidence  
21 I could give the committee is my comments I made a  
22 few minutes ago earlier. If these were so cost  
23 prohibitive and if they added to the bottom line and  
24 companies knew that, then why would for-profit large

1 Fortune 500 companies that have to answer to  
2 stakeholders who all have stocks, enter into it?

3 That's the best evidence I can give  
4 because the last time I checked, if I was a  
5 stockholder and they were paying extra money just  
6 because, without any reason, the reason is it's in  
7 their best interest, and if they had evidence to the  
8 contrary that it was cost prohibitive, private  
9 industry wouldn't do it. And the evidence is to the  
10 contrary. Private industry, it's in their best  
11 interest. That's why they do it.

12 MR. BROOKS: Any other questions?

13 MR. MITCHELL: If I may, something that I  
14 meant to ask earlier, do your member unions have  
15 recruitment and training programs for veterans?

16 MR. SABITONI: Absolutely. That's another  
17 good question, Michael. I appreciate it. Also  
18 contained in these Project Labor Agreements through  
19 our Building Futures Program is not only our minority  
20 outreach for bringing diversity into the building  
21 trades but in that program as well, our outreach to  
22 veterans that are able to enter our apprenticeship  
23 programs directly due to their service to their  
24 country.

16 MR. MITCHELL: Thank you.

18 MR. SABITONI: Thank you very much.

21 MR. COULOMBE: My name is Roy Coulombe, Vice  
22 President of the Building Trades, and I'll be brief.  
23 I think everything has been pretty much covered.

24	For over 40 years now members of the
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1 building trades and bosses or superintendents of  
2 various subcontractors have worked on various college  
3 projects, including here at RIC. And college work is  
4 a little different than a lot of other construction  
5 sites because of the close proximity to the students  
6 and the interaction with the daily life of a college  
7 campus. You need the best. We think we're the best  
8 and I think you should do this Project Labor  
9 Agreement and I think it will work out. Any  
10 questions? Thank you very much.

11 MR. BROOKS: Scott Duhamel from Rhode Island  
12 Building Trades.

13 MR. DUHAMEL: Good afternoon. Scott  
14 Duhamel, Secretary Treasurer of the Rhode Island  
15 Building Trades and a Rhode Island College Alumni.

16 I will be brief also because of what  
17 Mr. Mancini and Mr. Sabatoni have said and is  
18 evidence in itself. And I thought of a telling  
19 anecdote. On this campus, twice or three times last  
20 year, Mr. Sabitoni and I ran into Madam President  
21 Carriulo outside the campus at various events, and  
22 she came running up to us and she said, can you help  
23 me out? And she was referring to the two prior  
24 projects done here by KBE and Iron Construction,

1       which were falling behind schedule, in various  
2       disarray, and there's no hiding this, not delivering  
3       on time.

4                       Our answer was, we're sorry, we can't  
5       help you. This is not a PLA. It's a mixed bag.  
6       Those contractors are in a vacuum to themselves, and  
7       I think it's an appropriate time that Rhode Island  
8       College gets a project delivered correctly, on time,  
9       coordinated properly the way it should be on a  
10      college campus, and I think it would be quite evident  
11      afterwards we will be celebrating the way this comes  
12      in when this job comes in safe, on time, and  
13      everything else we talked about. That's all I have.  
14      Any questions?

15                   MR. BROOKS: Any questions? Thank you very  
16      much. Are there any other members of the public to  
17      come before this public hearing? Just if I could ask  
18      that the sign-in sheet be entered as Exhibit 5.

19                   (Exhibit No. 5 was marked.)

20                   MR. BROOKS: We should -- first of all, the  
21      committee will stand subject to a motion to recess  
22      after this public hearing is closed. Our next  
23      meeting will be on July 3, 2014 at 9:00 a.m. We will  
24      be posting a notice publicly where that will take



1 place. We're just not sure if it will be on the  
2 campus of Rhode Island College. And besides that, I  
3 think we could take a motion to stand adjourned and  
4 to close this public hearing.

5 MR. MITCHELL: I'll move to adjourn and  
6 close this public hearing with the understanding we  
7 will reconvene on July 3rd.

8 MR. BROOKS: We have a motion. Do we have a  
9 second?

10 MR. SIMSON: Second.

11 MR. BROOKS: All members of the committee in  
12 favor?

13 (VOICE VOTE TAKEN)

14 (UNANIMOUS)

15 MR. BROOKS: All opposed? The meeting is  
16 adjourned. Thank you.

17 (The public hearing was adjourned at 1:55 p.m.)

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## C E R T I F I C A T E

I, Diane J. DeStefano, a Notary Public in and for the  
State of Rhode Island, hereby certify that the  
foregoing pages are a true and accurate record of my  
stenographic notes that were reduced to print through  
computer-aided transcription.

In witness whereof, I hereunto set my  
hand this 22nd day of June, 2014.

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Diane J. DeStefano, Notary Public